

## EMPLOYMENT CONTRACT

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereafter called the "County", and the San Bernardino International Airport Authority, hereinafter called the "Authority", and **Kelly K. Berry**, hereinafter called "Contractor".

It is hereby agreed that County, shall employ Contractor as an **Executive Secretary**, and that Contractor shall provide her services in the manner and on the terms and conditions hereinafter set forth:

1. The term of this Contract shall commence on **August 9, 2003**, and continue in effect until terminated as hereinafter provided. This Contract may be terminated at any time by either party, upon 30 days' written notice of termination to the other party. This Contract may be terminated immediately for just cause by the Authority. The Executive Director or his/her designee shall have full authority and discretion to exercise Authority's rights under this paragraph. The County Administrative Officer or his/her designee shall have full authority and discretion to exercise County's rights under this Contract.
2. For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept, for hours actually worked, the hourly rate of **\$21.00 per hour** as Salary. The Salary as set forth shall remain in effect until such time, if any, this employment contact is duly modified by the parties. Contractor shall be required to work such hours as necessary to carry out the duties and responsibilities specified in this Contract, and such hours may be varied so long as the work requirements and efficient operations of the Authority and the County are assured.
3. Contractor shall be entitled to all benefits in accordance with the Exempt Group C. Contractor shall be eligible to participate in the County's 1937 Act Retirement System during the term of this Contract.
4. Contractor shall be covered by County's workers' compensation and general liability insurance during the hours actually worked under this Contract.
5. As a condition of employment with San Bernardino County Administrative Office/San Bernardino International Airport Authority, the Contractor does hereby agree to uphold the conflict of interest policy of the County which is stated under Rule I, Section 8, of the County's Personnel Rules as follows:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or

association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts to not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Section 1090, 1126, 87100, and any other conflict of interest Code applicable to County employment."

6. Reimbursement for County use of privately-owned vehicles will be at the IRS allowable rate or \$.32 per mile, whichever is greater, and in accordance with Department and County policies.

If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this agreement. In order for the Contractor to use any County-owned vehicle during performance of this agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report on Contractor's driving record. If such report discloses the Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle. In order for Contractor to be able to use a private vehicle during the performance of this Agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- (a) Fifteen Thousand Dollars (\$15,000) for single injury or death;
- (b) Thirty Thousand Dollars (\$30,000) for multiple injury or death;
- (c) Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this Agreement, pursuant to paragraph # 1.

7. Duties and responsibilities of the Contractor may include, but are not limited to the following:
  - (a) Under limited supervision, provides administrative assistance for the Executive Director and Clerk of the Board.
  - (b) Receives, screens, organizes and prepares mail, memos and requests for information for use by the Executive Director.

- (c) Prepares responses to requests for information on behalf of or at the request of the Executive Director.
  - (d) Maintains Executive Director's calendar of meetings, conferences and commitments.
  - (e) Assists in the coordination, preparation and distribution of IVDA and SBIAA Board agendas and meeting minutes.
  - (f) Processes official documents including resolutions, contracts, grants, agreements and minute orders for review by the Clerk of the Board.
  - (g) Maintains various files and records including tenant listings, archived files, bulletin board information, Hearing Notices, agreements, contracts, resolutions and other confidential information.
  - (h) Trains secretarial staff in the performance of general administrative duties.
  - (i) Performs routine administrative support including taking dictation, preparing meeting and conference rooms and greeting and directing visitors.
  - (j) Other duties as assigned.
8. Contractor shall receive only the benefits and compensation set forth in this Contract.
9. The Authority shall have the sole obligation to pay to County, within thirty (30) days of billing by County, costs incurred by County pursuant to this Contract. Failure of the Authority to reimburse County timely, shall be grounds for immediate termination of Contractor's employment without requirement for advanced written notice.
10. The Authority determines that the services provided herein are reasonably necessary for the purposes of the Authority.
11. Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this contract. CONTRACTOR shall successfully complete a pre-employment medical examination and drug test through the County's Center for Employee Health and Wellness prior to commencing work under this contract.

\_\_\_\_\_  
Mayor Judith Valles, President  
San Bernardino International Airport Authority

\_\_\_\_\_  
Kelly K. Berry

Dated \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Supervisors

Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD

Renee Bastian  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_, Deputy